30, an ordinance prohibiting the carrying of any red or black flag in parades, etc., was upheld and declared not to be an infringement of personal liberty under either the federal or state constitutions, but a legitimate regulation thereof within the state's police power, as such symbol tended naturally to produce turbulence and disorder. The ordinance in the principal case is, of course, broader than the above in its terms, and may be distinguished on this ground. It is believed that on the weight of reason (authority directly in point being apparently entirely wanting) the decision is correct. As an example, it has often been seriously urged that this country should have a cabinet which would be responsible for its actions to the electorate of the nation. If an organization were to be formed to promote this step, and should chance to adopt and use some symbol as representative thereof, this would clearly come within the prohibition of such a measure. It cannot be felt that such restrictions are in keeping with our conceptions of personal liberty. For a general discussion of political crimes, see 18 MICH. L. REV. 30 (November, 1919), though not bearing directly on this question.

CONTRACT OF EMPLOYMENT—RESTRAINT OF TRADE—ENFORCEABILITY OF FILM ACTOR'S AGREEMENT TO REFRAIN FROM USING PSEUDONYM.—The plaintiffs, film producers, employed the defendant as a film actor by a contract requiring him to act under the pseudonym, "Stewart Rome." It was provided that this pseudonym should be the sole property of the plaintiffs, and that on the termination of the employment the defendant should have no right to use it for any purpose whatsoever, and that he should refrain from acting in any capacity for new employers unless and until the latter should agree in writing not to announce or advertise his performance under this pseudonym. The defendant, owing partly to his ability and partly to the plaintiffs' advertisements, acquired a wide reputation under the pseudonym, and his professional identity became so merged in it that the market value of his services without it would, for the time being at least, have been diminished by more than fifty per cent. Two years after the termination of the contract, defendant made an engagement to act under the pseudonym for rival producers, whereupon plaintiffs brought an action for an injunction. *Held,* that the contract was not enforceable because in partial restrain of trade and not, in the circumstances, reasonably required for the protection of the employer. *Hepworth Manufacturing Co.* v. *Ryott,* L. R. [1920], 1 Ch. 1.

To the argument that the contract in question is not in restraint of trade for the reason that under it the defendant is left free to employ his talents as and where he will, in his own name or under any pseudonym other than that of "Stewart Rome," the court answered that the name, "Stewart Rome," had become as much a part of the defendant's professional equipment as his skill and ability, and that to deprive him of this item of equipment is to restrain his freedom of action in trade. Since there was nothing to indicate that the enforcement of this obligation was reasonably necessary to secure to the plaintiffs all the benefits to which they were entitled in relation to the

films owned by them in which the defendant had starred, the usual presumption, that a contract in restraint of trade is unenforceable, was applied. Restrictive agreements accompanying the promisor's entry into an apprenticeship arrangement, or made upon his going into the service of the promisee, are regarded with disfavor by the courts. They are upheld only when they are not unduly oppressive, when they are of a kind clearly necessary to enable the promisor to dispose of his labor to the best advantage, and when they do not interfere with the public interest. This means that a restriction to be upheld in such a case must, on the one hand, be no broader than is reasonably necessary to protect the legitimate interests of the promisee, and, on the other hand, must be one which does not unduly interfere with the interest which the public has in having every man self-supporting, and in getting the benefit of his labor, skill and talent. An agreement which seeks to protect the employer's business and good will by preventing the employee from using trade secrets and other information gained in the course of his employment to the disadvantage of the employer, if reasonably adapted to that end, is enforceable. A promise to refrain, for a limited time, from working for a rival, or from setting up a competing business, may be of this kind. *Rousillon* v. *Rousillon* (1880), L. R. 14, Ch. Div. 351; *Carter* v. *Alling*, 43 Fed. 208; *Harrison* v. *Glucose Sugar Refining Co.*, 116 Fed. 304. But competition which does not involve the use of information and good will so gained cannot be restricted in this way. *Samuel Stores Inc.* v. *Abrams* (Conn., 1919), 108 Atl. 541; *Herbert Morris, Ltd.*, v. *Saxelby*, [1916] 1 A. C. 688. Neither can the employee be restrained from exercising personal skill and ability acquired as a result of his employment. *Herbert Morris, Ltd.*, v. *Saxelby*, [1916] 1 A. C. 688. See also the following cases in which the restriction was held to be unenforceable because broader than necessary to protect the employer's interests: *Herreshoff* v. *Boutineau*, 17 R. I. 3; *Kinney* v. *Scarborough Co.* (Ga., 1912), 74 S. E. 772; *Mason* v. *Provident Clothing and Supply Co.*, [1913], A. C. 724.

CONTRACTS—IMPOSSIBILITY—EMPLOYEE'S RIGHT TO SALARY WHEN SCHOOL IS CLOSED ON ACCOUNT OF AN EPIDEMIC.—The plaintiff, who was employed by the defendant, a school district, to transport pupils to and from school, brought an action to recover salary for a period of four months during which the school had been closed at the order of the state health authorities to prevent the spread of an epidemic of influenza. *Held:* (1) That the school cannot be said to have been closed by operation of law, since the state board of health has no authority, under the statutes in force in the state, to order schools to be closed. This is a matter which rests entirely in the discretion of the local school board. (2) The defendant is liable to the plaintiff for his salary, as the contract has not become impossible of performance. *Crane* v. *School District No. 14 of Tillamook County* (Ore., 1920), 188 Pac. 712.

It is obvious that the contract was not impossible of performance if we assume what the court held, viz., that the closing of the school was a purely voluntary act on defendant's part. There is, however, authority for the propo-